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Case No.: 2:09-cv-01367-RLH-PAL

## ORDER

(Renewed Motion for Summary Judgment  
– #91)

Defendants.

## BACKGROUND

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(Rev. 8/82)

1 had yet to take place and, as such, the total amount outstanding could not be determined.  
2 Additionally, the Court previously entered Default Judgment against the other Defendants in this  
3 case. Having foreclosed and sold the collateral, Plaintiff now renews its Motion for Summary  
4 judgment against Defendant.

### 5 DISCUSSION

6 The purpose of summary judgment is to avoid unnecessary trials when there is no  
7 dispute as to the facts before the court. *Nw. Motorcycle Ass'n v. U.S. Dep't of Agric.*, 18 F.3d  
8 1468, 1471 (9th Cir. 1994). Summary judgment is appropriate when "the pleadings, the discovery  
9 and disclosure materials on file, and any affidavits show there is no genuine issue as to any  
10 material fact and that the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(c);  
11 *see Celotex Corp. v. Catrett*, 477 U.S. 317, 330 (1986). In evaluating a summary judgment  
12 motion, a court views all facts and draws all inferences in the light most favorable to the  
13 nonmoving party. *Kaiser Cement Corp. v. Fishbach & Moore, Inc.*, 793 F.2d 1100, 1103 (9th  
14 Cir. 1986).

15 The Court's Order on Plaintiff's first Motion for Summary Judgment declined to  
16 award damages because Plaintiff had neither sold the collateral nor presented evidence as to its fair  
17 market value. The Court was concerned that a determination damages absent that information  
18 could result in a windfall to Plaintiff. Now that Plaintiff has sold the collateral and deducted the  
19 proceeds from the amount outstanding, no questions of fact remain as to damages. Thus, having  
20 reviewed the motion and the attached documents and affidavits, and there having been no  
21 opposition filed, the Court finds that the amount of damages, attorneys' fees and costs are evident  
22 from the affidavit testimony and business records submitted with Plaintiff's motion.

23 Accordingly, the Court grants the motion and enters judgment against Woods in the  
24 amount of \$1,700,055.82, which includes the per diem prejudgment default interest rate of  
25 \$432.78 through November 27, 2012. The Court finds further that Plaintiff is owed reasonable  
26 attorneys' fees in the amount of \$66,903.00 as well as costs of \$702.06 and interest. These

1 judgments are entered jointly and severally with Defendants Milt's, Eagle, and Penly to the extent  
2 of the judgments entered previously against those defendants (#80, filed Jul. 13, 2011).

3 **CONCLUSION**

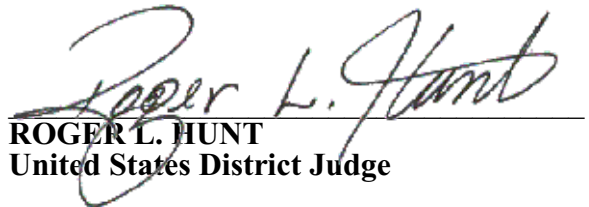
4 Accordingly, and for good cause appearing,

5 IT IS HEREBY ORDERED that Plaintiff Webster Capital Finance, Inc.'s Motion  
6 for Summary Judgment (#91) is GRANTED.

7 IT IS FURTHER ORDERED that judgment shall enter against Defendant Milton  
8 Woods for damages in the amount of \$1,700,055.82 plus attorneys' fees in the amount of  
9 \$66,903.00 and costs in the amount of \$702.06. This judgment is entered jointly and severally  
10 with Defendants Milt's Eagle, LLC, Eagle Jet Aviation Inc., and Alex Penly to the extent of the  
11 corresponding judgment entered against those defendants.

12 IT IS FURTHER ORDERED that Plaintiff is entitled to pose judgment interest at  
13 the legal prevailing rate on the total judgment amount.

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15 Dated: November 27, 2012.

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18 **ROGER L. HUNT**  
19 **United States District Judge**  
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